



REQUEST FOR QUOTATION

PROJECT: Homeland Security Consulting Services

SOLICITATION NO.: FCC #: RFQ09000096

VOLUME: I of I
REQUEST FOR QUOTATION

PROPOSALS DUE:
DATE AND TIME: **September 14, 2009 – 12:00 P.M. EDT**

CONTACT PERSON: Arnett Rogiers
(202) 418-1940

SUBMIT TO: eProposals@fcc.gov ~ RFQ09000096

Federal Communications Commission

NOTICE: The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.



Federal Communications Commission
Washington, DC 20554

Reply to Attn of: **C&PC**

August 31, 2009

TO: Interested Offerors

SUBJECT: Request for Quotation (RFQ) Number RFQ09000096 for the Federal Communications Commission's (FCC or Commission or Government) Office of Homeland Security (OHS), located within the FCC Enforcement Bureau (EB).

The Federal Communication Commission (FCC) is issuing this competitive RFQ to solicit Offerors for the purpose of entering into a 12 month base year contract with four option periods. The FCC will conduct this acquisition using **Part 12 – ACQUISITION OF COMMERCIAL ITEMS** of the Federal Acquisition Regulation (FAR). If you are interested in this acquisition, you may participate by submitting your response in accordance with the following instructions. Submission shall be via email only to eProposal@fcc.gov.

This solicitation will also be posted on the FCC website at: www.fcc.gov/omd/contracts/preaward/. It is the responsibility of each interested Offerors to monitor this website for any updates and amendments.

Offerors are required to submit a written price quote for the purposes of assuring that the prospective contractor is fully cognizant of the scope of this contract and has the capability to complete all per Statement of Work (SOW) requirements.

AWARD WILL BE BASED UPON OVERALL BEST VALUE TO THE GOVERNMENT.

All potential offerors are cautioned to strictly adhere to the provisions this RFQ regarding conflicts of interest. Any such matters must be brought to the attention of the Contracting Officer at or before the time quotations are due. Please be advised that if an actual or potential personal or organizational conflict exists between your firm and the FCC that cannot be resolved, avoided, or mitigated to the satisfaction of the FCC, then your firm shall not be considered eligible for an award.

All offerors shall follow the following quotation instructions and submit their quotation with the completed quotation cover sheet (copy enclosed). Offerors shall represent that their quotes are valid for a period of **no-less-than 60 days** from the due date for submission.

RFQ SUBMISSION REQUIREMENTS

Offerors shall complete and submit the attached Quotation Cover Page (See Attachment 1). The RFQ due date is Thursday, September 3, 2009, no later than 12:00PM (EDT) and must be submitted electronically via email.

Instructions to Offerors

FAR 52.252-1 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offerors is cautioned that the listed provisions may include blocks that must be completed by the Offerors and submitted with its quotation. In lieu of submitting the full text of those provisions, the Offerors may identify the provision by paragraph identifier and provide the appropriate information with its quotation. The solicitation provisions are available in either HTML or PDF format at <http://www.arnet.gov/far/>.

FAR 52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es). The solicitation provisions and or In lieu of submitting the full text of those contract clauses are available in either HTML or PDF format at <http://www.arnet.gov/far/>.

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.212-1	Instructions to Offerors - Competitive Acquisition	JUN 2008

GENERAL INSTRUCTIONS

- (a) Offerors are expected to examine this entire solicitation document including the contract. Failure to do so will be at the Offerors's own risk.
- (b) Offerors shall furnish the information require by this solicitation.
- (c) The Government may make award based on initial offer received, without discussion of such offers. Accordingly, each initial offer should be submitted in as complete form as possible and without exception to any provision.
- (d) The Government will not pay any Offerors for preparation of their quotation.
- (e) The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to

- (f) disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 USC. 551).
- (g) Quotations shall set forth full, accurate and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 USC. 1001.

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I. Statement of Work

1. BACKGROUND

The FCC's Public Safety and Homeland Security Bureau (PSHSB), provides support to the Defense Commissioner, *see* 47 C.F.R. § 0.191, and provides intra- and inter-agency coordination on all matters concerning national and homeland security, emergency preparedness, and continuity of government functions. PSHSB and the Defense Commissioner require expert consultant services regarding these matters, including services that will assist the emergency communications and disaster relief efforts of the FCC and other government agencies.

2. PURPOSE

The Federal Communications (FCC) intends to begin a competitive bid process aimed at obtaining the services of a consultant who can effectively support its national and homeland security, emergency preparedness, continuity of government, and inter-agency liaison functions and missions for the period August 1, 2009 to July 31, 2010. The consultant must have a detailed and working knowledge of the FCC's national and homeland security, emergency preparedness, and continuity of government rules, policies, and programs. And, because much of the FCC's work in these areas requires close coordination with other federal agencies and departments, the consultant must have a detailed and working knowledge of the federal organizations with which the FCC coordinates its work, as well as their national and homeland security, emergency preparedness, and continuity of government missions, policies, and programs. The FCC intends to select a consultant who has the ability to acquire knowledge and experience of the subject matter as well as a working knowledge of the departments and agencies with which the FCC must coordinate its work and who can effectively expedite the FCC work effort and help meet its goals. Because much of the subject matter in these areas is classified at the secret and top secret level and is special compartmentalized information, the consultant must have an active security clearance at the TS/SCI level.

The work required under this consulting contract addresses three areas of critical need to PSHSB and the Defense Commissioner. Each of these three elements is critical to the FCC's national and homeland security, emergency preparedness, and continuity of government missions and therefore a contract must be awarded in a timely manner to provide these services.

- a. The contractor must have an extensive working knowledge and contact with various federal departments and agencies – including the National Telecommunications and Information Administration (NTIA), the Federal Emergency Management Agency, the Office of the Manager, National Communications System (OMNCS), Department of Defense (DoD), and the White House – regarding the functionality of communications assets and the optimal utilization of such assets to *enhance continuity of government operations* during national and homeland security events, and provide the Defense

Commissioner, the Chief of PSHSB, and the FCC's Continuity Coordinator with expert advice and detailed recommendations on these matters.

- b. The contractor must have an extensive working knowledge and contact with various federal law enforcement and intelligence agencies with regard to the operation of communications assets and how such assets can be employed to optimally assist such agencies in performance of their law enforcement and intelligence activities. The contractor must provide the Defense Commissioner, the Chief of PSHSB, and the FCC's Continuity Coordinator with expert advice on, and detailed recommendations for, FCC guidance to law enforcement and intelligence agencies on the application of communications devices and networks for support of law enforcement and intelligence activities.
- c. The contractor must have an extensive working knowledge and contact with the National Geospatial-Intelligence Agency (NGA) regarding the use and analysis of satellite imagery to enhance planning and damage assessment efforts related to natural disasters and terrorist attacks, and provide the Defense Commissioner, the Chief of PSHSB, and the FCC's Continuity Coordinator with expert advice and detailed recommendations on these matters.

3. REQUIREMENTS

The contractor shall provide expert consultant services regarding national and homeland security, emergency preparedness, and continuity of government functions, including services that will assist FCC and its Federal partners in providing effective emergency communications and disaster relief response.

The Contractor shall provide consulting support in the form of oral and written reports, draft policies and procedures, and review of written work originating from others. The contractor may be required to attend meetings or conferences with PSHSB personnel, with individuals from other FCC Bureaus and Offices as well, as with representatives from other Federal agencies.

4. TASK DELIVERABLES

A. General

The Contractor shall complete each of the tasks below, and provide any specified oral and written items to the COTR. The COTR will review each deliverable and provide comments to the Contractor within seven (7) working days of the submission of each item; the Contractor shall incorporate these comments and return revised documents to the COTR within ten (10) working days of receipt. All deliverables shall become the property of the FCC. Each written deliverable shall be submitted in an acceptable electronic format using Microsoft Excel, Microsoft Word or any other format mutually agreed upon between the COTR and the Contractor. The above time frames and format requirements apply to all written reports, documents and findings to be delivered to the FCC.

B. Defense Commissioner and PSHSB Support Activities

1. The contractor shall advise the Defense Commissioner, Bureau Chief, and FCC's Continuity Coordinator in their roles of developing and implementing policies and actions to further the agency's strategic goals and responsibilities on national security, national defense, intelligence, public safety, emergency preparedness, continuity of government and communications infrastructure protection;

2. The contractor shall advise the Defense Commissioner, Bureau Chief, and FCC's Continuity Coordinator in their roles as manager of FCC's classified communications security program and representative to the National Communications System's Committee of Representatives and other such boards, committees, and agencies.

3. The contractor may perform other duties related to national security, homeland security, and public safety activities, as assigned.

5. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) and TECHNICAL POINT OF CONTACT (TPOC)

The COTR for this Task Order is Joseph Casey, (202) 418-1111. The COTR is responsible for the overall evaluation of contractor performance and deliverables for this Task Order. The TPOC for this Task Order is Jaime Rivas, (202) 418-0161. The Technical POC will provide guidance and expertise in business and operational functions and serve as the subject matter expert for functional aspects of Task Order.

The COTR will serve as the primary Point of Contact within the FCC and the Technical POC will serve as the alternate point of contact. The COTR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless authorized by a modification signed by the Contracting Officer prior to the completion of the contract. The Contracting Officer shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which may affect the price, required delivery or completion times stated in the contract, so that the contract may be modified if necessary. The COTR and/or TPOC are not authorized to direct any action that results in a change in scope, price, terms, or conditions of this contract.

Deliverables will be provided to both POCs specified above via the U.S. Mail or a courier service, using the appropriate POC name and room number specified below using the following address: Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554.

<u>POC</u>	<u>Telephone</u>	<u>Fax</u>	<u>E-mail</u>
Joseph Casey	202-418-1111	202-418-2817	Joseph.Casey@fcc.gov
Jaime Rivas	202-418-0161	202-418-2817	Jaime.Rivas@fcc.gov

6. Method of Performance Monitoring

Within ten (10) business days of contract award, the contractor shall develop and present to the COTR for approval an appropriate performance metrics and customer satisfaction survey (i.e., monitoring approach). Upon Government acceptance of the monitoring approach, performance scoring will commence immediately. The contractor shall schedule monthly reviews (either in person or tele-conference, upon mutual agreement and availability of the COTR and TPOC) of the performance data. In the event that performance data falls below the Acceptable Quality Level (AQL), the contractor will provide a proposed plan for raising their performance to an acceptable level. At each review, the selected measures and monitoring approaches will be analyzed to determine if they continue to meet the performance objectives of this task order. If the Government determines the performance objectives or monitoring approach need to be altered, the contractor shall propose modifications within ten (10) business days of the Government's determination.

7. Performance Scoring

The following scoring methodology shall be incorporated in the monitoring approach:

- 5 = Exceptional Overall Performance – Exceptional Past Performance Review
4 = Very Good Overall Performance – Very Good Past Performance Review
3 = Satisfactory Overall Performance – Satisfactory Past Performance Review
2 = Marginal Overall Performance – Marginal Past Performance Review - 2% monthly invoice reduction
1 = Unsatisfactory Overall Performance – Unsatisfactory Past Performance Review – 6 % invoice reduction

Performance Objectives	Acceptable Quality Level (AQL)	Method of Monitoring	Performance Scoring
Quality Assurance* policies and processes are used in understanding user requirements, developing products/services that meet the specified requirements and deploying solutions in a timely, cost effective manner. Emphasis should be on catching defects before they get into the final product.	Satisfactory	Monthly Reporting Metrics	See above
Effective Project Management practices are established including resource management, risk mitigation, accurate time accounting and balancing competing priorities. The goal is to ensure work requests and projects are accomplished with maximum efficiency and effectiveness.	Satisfactory	Monthly Reporting Metrics Bi-Weekly Time Accounting Report	See above
A high level of measurable Customer Satisfaction is achieved through implementation of periodic surveys, metrics on work progress, and activities that support rapid problem resolution and modernization of obsolete system components.	Satisfactory	Monthly Reporting Metrics and Customer Satisfaction Survey	See above

* A systematic process of checking to see whether a product or service being developed is meeting specified requirements.

8. REPORTS

Monthly Project Status Reports—The Contractor shall prepare and deliver to the Government a monthly-project status report reflecting the current status of ongoing efforts and any other relevant information regarding problem areas and their resolutions, significant activities, work progress, contract expenditures and staffing information (current staff assigned and summary of any vacancies/recruiting activities. The report shall provide the projected hours and key deliverables/accomplishments for the month. In addition, the reports shall include metrics required to support performance monitoring and scoring. All reports shall be prepared in MS Word format and submitted via e-mail to the COTR no later than the 10th business day of each month.

Ad Hoc Meeting Minutes and Discussion Summaries – The Contractor shall prepare summaries of meetings and work sessions on an as needed basis.

9. SUBMISSION OF INVOICES

A separate invoice for each month of services shall be submitted in an original and two copies to the:

Federal Communications Commission
Accounts Processing Branch
Washington, DC 20554

In addition, one courtesy copy shall be sent to each COTR.

1. In addition to the items required in the Contract Clause, entitled PROMP PAYMENT (FAR 52.232-25) Mar 2003, a proper invoice must include the following minimum information and/or attached documentation.

- a. Separate, distinct invoice number

- b. Description of services and date upon which services were rendered;
- c. Total/cumulative charges for the billing period;

2. Interest on Overdue Payment

- a. The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this contract, and requires that payment to contractors of interest on overdue payments and improperly taken discounts.
- b. Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act.

3. Payment Due Date

4. a. Unless otherwise specified in the contract, payments under this contract will be made on the 30th calendar day after the later of
 - (i) The date actual receipt of a proper invoice in the office designated to receive
 - b. the invoice, or
 - (ii) The date services are formally accepted by the Government.
- c. Payment under this contract will be made by Electronic Funds Transfer. The recipient of this contract must designate a financial institution or authorized payment agent through which federal payment may be due.

10. SUITABILITY AND SECURITY PROCESSING

- (a) All contract personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some contract personnel may also be required to have security clearance determinations. No contract personnel may be assigned to work on the contract without a favorable initial review of the OF 306, *Declaration for Federal Employment* (http://www.opm.gov/forms/pdf_fill/of0306.pdf) or a written waiver from the FCC Security Operations Center (SOC).
- (b) Suitability, waiver, and security clearance determination investigations are currently conducted through the FCC Security Operations Center (202- 418-7884). The individual contract employee will be provided with a review process before a final adverse determination is made. The FCC requires that any contract personnel found not suitable, or who has a waiver cancelled, or is denied a security clearance, **be removed by the contractor during the same business day that the determination is made.**
- (c) If the contract personnel is re-assigned and the new position is determined to require a higher level of risk suitability than the contract personnel currently holds, the individual may be assigned to such position while the determination is reached by the SOC. A new A-600 shall be necessary for the new position.
- (d) Contract personnel working as temporary hires (for ninety (90) days or less) must complete and receive a favorable initial review of the OF 306 and complete the contract personnel section of the FCC Form A-600, "FCC Contractor Record Form." If during the term of their employment they will have access to any FCC network application, they must also complete and sign the FCC Form A-200, "FCC Computer System Application Access Form."

11. At Time of Contract Award

(a) The FCC Security Operations Center must receive the completed, signed OF 306 for all proposed contractor employees at the time of contract award. Resumes for all personnel proposed for assignment on the contract should be provided to the Security Office prior to the time of in-take processing (see below, 2.3.2). **The FCC Security Operations Center requires up to five (5) working days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.**

All contract personnel, regardless of task description, must complete this form. Without an approved, completed OF 306 on file at the SOC, no contractor employee may begin work. An approved OF 306 is one that has passed initial review by the SOC. During the course of the SOC review of the OF 306, the contract personnel may be interviewed by SOC staff regarding information on their OF 306.

(b) In addition, the Contractor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the contract (See Appendix No. 3, FCC Instruction 1479.1, FCC Computer Security Program Directive and sample forms.) These forms should be submitted to the FCC Computer Security Office.

(c) The COTR shall begin processing their section of the FCC Contract Personnel Record (FCC Form A-600) at this time. This form, with the COTR and CO portions completed, will be distributed at the time of contract award and must be submitted to the SOC within ten (10) working days.

(d) The Office of Personnel Management (OPM) will issue a Certificate of Investigation (CIN) following the appropriate background investigation. The SOC notifies the CO and COTR and contract personnel who have received a favorable adjudication so they may receive their permanent access credential.

12. IDENTITY PROOFING, REGISTRATION AND CHECKOUT REQUIREMENTS

Locator and Information Services Tracking (LIST) Registration

The Security Operations Center maintains a Locator and Information Services Tracking (LIST) database, containing contact information for all Commission and contract employee personnel, regardless of work location.

The contract employee's FCC Form A-600, "FCC Contractor Record Form" captures the information for data entry into the LIST system.

Intake Processing

- (a) Following the processing of the OF 306 and an initial favorable suitability determination, (unless otherwise waived) the contract personnel shall report to the FCC for identity verification and access badge issuance on their first scheduled workday.
- (b) All new contract personnel must be escorted to the SOC by either the CO or COTR responsible for the contract. At this time the contractor personnel must present two forms of identification; one of which must be a picture ID issued by a state, or the Federal, government. The other piece of identification should be the original of one of the following:

- U.S. Passport (unexpired or expired)
- Certificate of U.S. Citizenship (Form N-560 or N-561)
- Certificate of Naturalization (Form N-550 or N-570)
- School ID
- Voter's registration card
- U.S. Military card
- Military dependent's ID card
- U.S. Coast Guard Merchant Mariner card
- Native American Tribal document
- U.S. Social Security card
- Certification of Birth Abroad, (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate, bearing an official seal

- (c) After identity verification, the individual shall complete the Fingerprint Card form, FD 258, the Fair Credit Report Act form, and be photographed and issued the appropriate access badge.

- (d) At this time the contract employee will be given one of the following forms, based on the security risk designation for the proposed support classification/position, to complete and return to the SOC within seven (7) business days:

- (i) **Low Risk Positions** - SF 85, Questionnaire for Non-Sensitive Positions
- (ii) **Moderate Risk Positions** - SF 85-P, Questionnaire for Public Trust Positions
- (iii) **High Risk Positions/Secret or Top Secret Security Clearances** – Standard Form (SF) 86, Questionnaire for Sensitive Positions

(e) For any contract employee whose name is provided to the Commission for security investigation at (ii) or (iii) level, who subsequently leaves the subject contract, due to Contractor or contract employee decision, within the first year, the Contractor shall reimburse the Commission for the cost of the investigation. If the contract or task order is scheduled for completion in under one year and the contract employee for whom a security investigation has been done leaves prior to the work being done, the Contractor and SOC shall agree on a pro-rated amount for reimbursement. The cost may range from approximately \$400.00 (moderate risk) to \$3,000.00 (high risk). The Contractor will be provided a copy of the investigation invoice with the reimbursement request.

13. Monthly Contractor Personnel Reports

The monthly report verifying contract personnel working at the FCC is a crucial element in the agency's compliance with Homeland Security Presidential Directive (HSPD) 12. Accurate and timely reporting are required as part of the ongoing access control efforts as mandated by HSPD-12 and implementing directives.

(a) The Contractor's Program Manager shall submit a contract personnel list to the SOC on the first working day of each month. This report shall be identified by the contract name and FCC number, and shall list all the contract employees working at the FCC in the immediately previous month.

(b) The report shall highlight or list in some way those individuals who are no longer employed by the Contractor or who are no longer working on the subject contract. As well, any additional contract personnel who have been successfully processed for work on the contract since the previous report shall also be noted.

(c) The report may be delivered electronically in MS Excel format. The covering email should contain a statement of certification of accuracy and should originate with the Contract Program Manager or other Contractor executive personnel. The author of the email shall be considered the signatory.

(d) No later than the 15th of each month, the SOC will notify the Contract Program Manager, the author of the email covering the Monthly report (if different), the COTR and the Contracting Officer if the report is a) received after the first working day of the month, or b) contains errors in the listing. The notification will identify the reason for deficit in the report.

(e) The first instance of either a) or b) above shall result in a Five Hundred Dollar (\$500.00) penalty against the Contractor. The assessed penalty shall increase in Five Hundred Dollar (\$500.00) increments for each subsequent Monthly report received either late or containing errors.

14. Checkout Processing

- (a) All contract employees no longer employed on the subject contract, or at the termination of the contract, are required to report to the SOC and complete the sign-out portion of the FCC A-600, Contract Personnel Record.
- (b) This process verifies the access badge has been returned to the SOC by the contract personnel.
- (c) If the checkout processing is not completed by the contract employee, the Contractor shall take action to ensure its accomplishment no later than thirty (30) calendar days after the employee's departure from the FCC.
- (d) The Contractor shall be liable to the FCC for an administrative processing charge of \$150.00 (One Hundred Fifty Dollars), for each of their employees who leaves their duty assignment at the Commission and fails to complete the checkout processing within thirty (30) calendar days of departure. Mellon Bank, N.A., handles collection and processing of all Commission administrative charges and should payment become necessary, the Contractor will be provided the appropriate directions for an EFT.
- (e) The Contractor shall be liable for any actual damages arising from a failure to ensure that the checkout processing occurs within the thirty (30) calendar days of the contract employee's departure from the FCC.

15. Federal Holidays

The Contractor must establish for this Contract a standard holiday schedule that exactly coincides with the Government's schedule for employees working on Government sites. Holidays and other non-work days are not billable unless work is specifically requested by the Government and performed on these days. The following is a list of Government holidays:

- (1) New Year's Day;
- (2) Martin Luther King's Birthday;
- (3) Washington's Birthday;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Columbus Day;
- (8) Veterans' Day;
- (9) Thanksgiving Day;
- (10) Christmas Day.
- (11) Inauguration Day (every fourth year)

No work will be performed by Contractor personnel on Government facilities on observed federal holidays or other non-work days without prior written approval of the COTR. Should approved work be performed on holidays, weekends or other non-work days, it shall be billable at the regular rate.

There are certain types of irregularly occurring circumstances that may prompt the Government to close its offices where Contractor personnel are working, either on a national or local basis (i.e. bomb threats, inclement weather, power outages, death of a national figure, or budget stoppages). Contractor staff shall not work if the Federal Communications Commission is closed, unless otherwise authorized by the Contracting Officer.

16. CONFIDENTIALITY AND CONFLICT OF INTEREST

A. Confidentiality

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively "the Contractor"), are restricted as to their use of non-public information concerning any matter relating to the contract work. Any such information that is made known to the Contractor by virtue of its work under this contract is deemed confidential/proprietary, and is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, and any other relevant claims of privilege from disclosure under the Freedom of Information Act. (Confidential information and/or proprietary data include non-public information to which the Contractor is given access by virtue of its work under the contract and which embody the types of information that are not or have not been generally known or available from other sources, or third parties, without obligation concerning their confidentiality.) It is the responsibility of the Contractor to preserve all such information in confidence. Any confidential/proprietary information relating to any aspect of this contract may not be discussed or shared, or otherwise exchanged within or outside of the Contractor's organization, except as to those individuals: (a) assigned to or performing the contract work; or (b) as otherwise agreed to by the Contracting Officer. Immediately upon contract award (if not already provided as part of the proposal process), the Contractor shall submit a list of assigned Contractor employees, subcontractors, consultants, representatives and, if any, other individuals it has identified as having a "need to know," and obtain the Contracting Officer's written consent to exchange confidential/proprietary information with them. The Non-Disclosure Agreement attached hereto as Attachment 4 must be executed by all affected individuals before the dissemination of any such information. It is understood that the FCC is procuring its requirements from the Contractor under the explicit condition that it ensure that its employees, subcontractors, consultants, representatives or any other individuals who have been approved in writing by the Contracting Officer to receive confidential/proprietary information, not engage in any discussions or otherwise exchange any information with anyone who has not executed a Non-Disclosure Agreement. The approval process described above applies to any individuals who may become associated with the contract effort following award.

2. All reports, information, discussions, procedures, and any other data that is collected, generated or results from the performance of this contract is considered confidential/proprietary information, and may not be disclosed or used by the Contractor at any time in any manner outside the performance of this contract without the prior written approval of the FCC. Requests to make such disclosure must be addressed in writing to Contracting Officer. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to this contract, the Contractor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.
3. The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the FCC. In addition, the Contractor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the FCC. Requests to make such disclosure should be addressed in writing to the Contracting Officer.
4. All documents, photocopies, computer data and any other information of any kind collected or received by the Contractor in connection with the contract work shall be provided to the FCC upon request at the termination of the contract; i.e., the date on which final payment by the United States is made on the contract, or at such other time as may be requested by the Contracting Officer or as otherwise agreed by the Contracting Officer and the Contractor.
5. The prohibition on disclosure of the information described above is an ongoing obligation and does not terminate with completion of the contract work.

B. Conflict of Interest

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively "the Contractor"), is committed to providing high quality service to the Commission that is free from bias, personal and organizational conflicts of interest, including the appearance of impropriety, and unprofessional conduct. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity with respect to any matter directly involving the subject matter of the contract with the FCC. The Contractor shall also refrain from providing services to any person or entity with respect to any matter indirectly relating to the subject matter of the contract with the FCC without first providing a detailed written explanation of the proposed services to be rendered and obtaining the express written consent of the Contracting Officer in connection therewith. The Contractor further agrees that for a period of twelve (12) months following the termination date of the contract, it will not perform services for any individual or entity that may raise an actual or potential conflict of interest (including circumstances that may raise the appearance of impropriety) with respect to work performed for the FCC under this contract without first obtaining the written consent of the Contracting Officer. (The termination date is defined as the date on which final payment by the United States is made on the contract.) These provisions apply to all Contractor personnel, subcontractors, consultants,

- representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary data as provided in Paragraph A above.
2. During and after the period of contract performance, the Contractor agrees that it will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract. This provision applies to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary information as provided in Paragraph A.
 3. The Contractor must submit with its proposal a certificate containing the following information:
 - a. Name, address, and telephone number of any client of the Contractor, and a description of the services rendered, if, in the 2 years preceding the date this solicitation was issued, services were rendered to such client, public or private, relating directly or indirectly to the subject matter of the services to be provided to the FCC under the instant contract.
 - b. As further provided in Paragraph 4. below, the Contractor shall promptly report to the Contracting Officer, in writing, any changes to this list that may arise during the course of contract performance.
 4. The Contractor certifies that it has made inquiry and that, to the best of its knowledge and belief, no actual or potential conflict, or situation that could raise the appearance of impropriety, exists with respect to the services to be provided in connection with the instant contract, or that any actual or potential conflict or appearance issue that does or may exist with respect to the contract in question has been communicated in writing to the Contracting Officer.
 5. The Contractor recognizes that the failure to mitigate or otherwise resolve to the satisfaction of the Government, any situation required to be reported pursuant to the above provisions, may render it ineligible for award or, if necessary, subject to contract termination.

The Contractor agrees that if after award of the contract or Task Order, it discovers an actual or potential conflict of interest, including an issue that may present the appearance of impropriety, or that any new circumstances have resulted in such issues, it shall make an immediate and full disclosure in writing to the Contracting Officer of the nature of the conflict (in sufficient detail for the FCC to determine whether or not a conflict exists) and the action which the Contractor has taken or proposes to take to eliminate, neutralize, or mitigate the conflict. The Contracting Officer shall consider the Contractor's submission and take whatever action he or she deems to be in the best interest of the Government. If the contractor was aware of a potential or actual conflict of interest or appearance issue prior to award of this contract, or discovered such a situation after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(End of clause)

II. PRICING ARRANGEMENT

The Government intends to award a **Firm Fixed Price contract.**

III. PLACE OF PERFORMANCE

The Contractor shall primarily perform for the work under this SOW at its facilities, with occasional meetings at FCC Headquarters.

IV. PERIOD OF PERFORMANCE

This contract will have base period of performance of twelve (12) months, commencing from the date of award (DOA), with four (4) – twelve (12) month option periods.

V. DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) The Contracting Officer's Technical Representative (COTR) is as follows:
COTR: Joseph Casey (joseph.casey@fcc.gov)
(202) 418-1111 (office)
- (b) The COTR is responsible for the technical direction of the contract work. In no event, however, will any understanding, agreements, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual document executed by the Contracting Officer prior to completion of the contract.
- (c) The Contracting Officer shall be informed as soon as possible of any actions or inactions by the contractor or the Government which may affect the price, required delivery or completion times stated in the contract, so that the contract may be modified if necessary. Whenever, in the opinion of the contractor, the COTR requests efforts outside the scope of the contract, the contractor shall advise the COTR. If the COTR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in non-payment.
- (d) A copy of the COTR delegation letter shall be provided at time of award.

VI. PRICING SCHEDULE:

The contractor shall submit a price quotation. The quotation shall clearly indicate the proposed categories and rates for this effort, as well as any other direct costs. The contractor shall be paid for the actual work performed under the direction of the Contracting Officer, or the Contracting Officer's Technical Representative.

The prices quoted below shall be inclusive of all the Offeror's direct and indirect costs, and profit.

Base Year (Date of Award – 10/31/2010)			
Direct Labor (specify labor category)	Number of Proposed Hours	Fixed Hourly Rate	Estimated Price
		\$	
		\$	
		\$	
TOTAL Firm Fixed Price			\$
Option Year 1 (11/01/2011 – 10/31/2012)			
Direct Labor (specify labor category)	Number of Proposed Hours	Fixed Hourly Rate	Estimated Price
		\$	
		\$	
		\$	
TOTAL Firm Fixed Price			\$
Option Year 2 (11/01/2012 – 10/31/2013)			
Direct Labor (specify labor category)	Number of Proposed Hours	Fixed Hourly Rate	Estimated Price
		\$	
		\$	
		\$	
TOTAL Firm Fixed Price			\$
Option Year 3 (11/01/2013 – 10/31/2014)			
Direct Labor (specify labor category)	Number of Proposed Hours	Fixed Hourly Rate	Estimated Price
		\$	
		\$	
		\$	
TOTAL Firm Fixed Price			\$
Option Year Four (Date of Award – 10/31/2010)			
Direct Labor (specify labor category)	Number of Proposed Hours	Fixed Hourly Rate	Estimated Price
		\$	
		\$	
		\$	
TOTAL Firm Fixed Price			\$

VII. EVALUATION CRITERIA/BASIS OF AWARD

This contract will be evaluated and awarded based on PAST PERFORMANCE AND PRICE.

VIII. CONTRACT CLAUSES

CLAUSE

APPLICABLE

A.	Submission of Invoices.....	X
B.	Confidentiality.....	X
C.	Conflict of Interest.....	X
D.	Type of Contract	X
E.	Ordering.....	X
F.	Option to Extend Services.....	X
G.	Option to Extend Term of the Contract	X
H.	Availability of Funds.....	X
I.	Task Ordering Procedure.....	X
J.	Drug Free Workplace	X

A. SUBMISSION OF INVOICES

- (a) Invoices* shall be submitted in an original and two copies to : **FCC Travel/ Operations Group, Room #1A761, 445 12th Street, S.W., Washington, DC 20554**

The items covered in FAR 52.216.26, are incorporated herein.

The invoice will contain a statement signed by a responsible official of the concern substantially similar if not identical to the following:

I certify that the items above have been delivered in accordance with the contract, and that all charges are true, correct, and have not been previously billed.

Contractor's Signature

The commission will return all improper invoices without action.

(b) Interest on Overdue Payment

Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

(c) Payment due date:

(1) Unless otherwise specified in the contract, payments under this contract will be made on the 30th calendar day after the later of

(i) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or

(ii) The date tasks are formally accepted by the Government.

(2) If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will (i and ii) apply to the properly resubmitted document.

NOTE: *Invoices may be submitted via email to: FO-Einvoices@fcc.gov . In addition, copies of the emailed invoices shall also be sent to the CO and COTR.

Invoices shall be submitted in an original and two copies to the Government office designated in this contract. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern, invoice number and invoice date;
- (2) Contract number, or authorization for delivery of property or performance of services;
- (3) Description, price, and quantity of property and services actually delivered or rendered;
- (4) Shipping and payment terms;
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Other substantiating documentation or information as required by the contract; and,
- (7) Receipts to support all out-of-pocket expenses incurred by the Contractor.

B. CONFIDENTIALITY AND CONFLICT OF INTEREST

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively "the Contractor"), are restricted as to their use of non-public information concerning any matter relating to the contract work. Any such information that is made known to the Contractor by virtue of its work under this contract is deemed confidential/proprietary, and is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, and any other relevant claims of privilege from disclosure under the Freedom of Information Act. (Confidential information and/or proprietary data include non-public information to which the Contractor is given access by virtue of its work under the contract and which embody the types of information that are not or have not been generally known or available from other sources, or third parties, without obligation concerning their confidentiality.) It is the responsibility of the Contractor to preserve all such information in confidence. Any confidential/proprietary information relating to any aspect of this contract may not be discussed or shared, or otherwise exchanged within or outside of the Contractor's organization, except as to those individuals: (a) assigned to or performing the contract work; or (b) as otherwise agreed to by the Contracting Officer. Immediately upon contract award (if not already provided as part of the proposal process), the Contractor shall submit a list of assigned Contractor employees, subcontractors, consultants, representatives and, if any, other individuals it has identified as having a "need to know," and obtain the Contracting Officer's written consent to exchange confidential/proprietary information with them. The Non-Disclosure Agreement attached hereto as Attachment 4 must be executed by all affected individuals before the dissemination of any such information. It is understood that the FCC is procuring its requirements from the Contractor under the explicit condition that it ensure that its employees, subcontractors, consultants, representatives or any other individuals who have been approved in writing by the Contracting Officer to receive confidential/proprietary information, not engage in any discussions or otherwise exchange any information with anyone who has not executed a Non-Disclosure Agreement. The approval process described above applies to any individuals who may become associated with the contract effort following award.

2. All reports, information, discussions, procedures, and any other data that is collected, generated or results from the performance of this contract is considered confidential/proprietary information, and may not be disclosed or used by the Contractor at any time in any manner outside the performance of this contract without the prior written approval of the FCC. Requests to make such disclosure must be addressed in writing to Contracting Officer. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to this contract, the Contractor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.

3. The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the FCC. In addition, the Contractor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the FCC. Requests to make such disclosure should be addressed in writing to the Contracting Officer.
4. All documents, photocopies, computer data and any other information of any kind collected or received by the Contractor in connection with the contract work shall be provided to the FCC upon request at the termination of the contract; i.e., the date on which final payment by the United States is made on the contract, or at such other time as may be requested by the Contracting Officer or as otherwise agreed by the Contracting Officer and the Contractor.
5. The prohibition on disclosure of the information described above is an ongoing obligation and does not terminate with completion of the contract work.

C. CONFLICT OF INTEREST

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively "the Contractor"), is committed to providing high quality service to the Commission that is free from bias, personal and organizational conflicts of interest, including the appearance of impropriety, and unprofessional conduct. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity with respect to any matter directly involving the subject matter of the contract with the FCC. The Contractor shall also refrain from providing services to any person or entity with respect to any matter indirectly relating to the subject matter of the contract with the FCC without first providing a detailed written explanation of the proposed services to be rendered and obtaining the express written consent of the Contracting Officer in connection therewith. The Contractor further agrees that for a period of twelve (12) months following the termination date of the contract, it will not perform services for any individual or entity that may raise an actual or potential conflict of interest (including circumstances that may raise the appearance of impropriety) with respect to work performed for the FCC under this contract without first obtaining the written consent of the Contracting Officer. (The termination date is defined as the date on which final payment by the United States is made on the contract.) These provisions apply to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary data as provided in Paragraph F.1 above.
2. During and after the period of contract performance, the Contractor agrees that it will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract. This provision applies to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary information as provided in Paragraph F.1.

C. CONFLICT OF INTEREST (continuation)

3. The Contractor must submit with its proposal a certificate containing the following information:

a. Name, address, and telephone number of any client of the Contractor, and a description of the services rendered, if, in the 2 years preceding the date this solicitation was issued, services were rendered to such client, public or private, relating directly or indirectly to the subject matter of the services to be provided to the FCC under the instant contract.

b. As further provided in Paragraph 4. below, the Contractor shall promptly report to the Contracting Officer, in writing, any changes to this list that may arise during the course of contract performance.

4. The Contractor certifies that it has made inquiry and that, to the best of its knowledge and belief, no actual or potential conflict, or situation that could raise the appearance of impropriety, exists with respect to the services to be provided in connection with the instant contract, or that any actual or potential conflict or appearance issue that does or may exist with respect to the contract in question has been communicated in writing to the Contracting Officer.

5. The Contractor recognizes that the failure to mitigate or otherwise resolve to the satisfaction of the Government, any situation required to be reported pursuant to the above provisions, may render it ineligible for award or, if necessary, subject to contract termination.

6. The Contractor agrees that if after award of the contract or Task Order, it discovers an actual or potential conflict of interest, including an issue that may present the appearance of impropriety, or that any new circumstances have resulted in such issues, it shall make an immediate and full disclosure in writing to the Contracting Officer of the nature of the conflict (in sufficient detail for the FCC to determine whether or not a conflict exists) and the action which the Contractor has taken or proposes to take to eliminate, neutralize, or mitigate the conflict. The Contracting Officer shall consider the Contractor's submission and take whatever action he or she deems to be in the best interest of the Government. If the contractor was aware of a potential or actual conflict of interest or appearance issue prior to award of this contract, or discovered such a situation after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

D. TYPE OF CONTRACT (52.216-1) (APR 1984)

As prescribed in FAR 16.105, complete and insert the following provision:

The Government contemplates award of a **Firm-Fixed-Price** contract resulting from this solicitation.

E. ORDERING (52.216-18) (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the period of performance cited in Clause II.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

F. OPTION TO EXTEND SERVICES (52.217-8) (NOV 1999)

The government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the secretary of labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 30 days.

G. OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor's a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years**.

H. AVAILABILITY OF FUNDS

Full funding is not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I. TASK ORDERING PROCEDURE

(a) Only the Contracting Officer may issue task orders* to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within five **(5)** business days after receipt of the Contracting Officer's request (**within 24 hours for emergency tasks**), the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 business day after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

NOTE: *All task orders will be electronically transmitted.

J. DRUG-FREE WORKPLACE

Drug-Free Workplace. Within thirty (30) days of award of this contract the Contractor shall provide the COTR and CO with the documentation required under FAR 52.223-6, concerning the establishment and maintenance of a Drug-Free Workplace program. The Contractor shall further provide the COTR and CO with any materials in further support of and detailing their corporate policy in this regard.

ATTACHMENTS

Quotation Cover Page

Attachment 1

Past Performance

Attachment 2

Non-Disclosure Agreement

Attachment 3

Conflict of Interest

Attachment 4

Privacy Act Statement

Attachment 5

Quotation Cover Page
Federal Communications Commission ("FCC")
for RFQ09000096 / "Homeland Security Consulting Services"

Company Name:
Company Representative for GSA Orders:
Contact Phone:
Contact E-mail:
Payment Terms:
GSA Schedule Number and expiration date:
Please check business size: () Large () Small () Minority () Women-owned
TIN or SSN:
DUNS #:
NAICs Code:
Complete Mailing Address:
Other Pertinent Information:
Offer Acceptance Period (no less than 90 days from due date of quote):
Name and Title of Person Authorized to Sign Offer:
Signature:
Date:

RFQ Number: RFQ09000096

**HOMELAND SECURITY CONSULTING SERVICES
PAST PERFORMANCE CONTACT INFORMATION SHEET**

Offeror Information:

Name of Offeror Providing Services: _____

Address: _____

Past Performance Reference Information:

Name of Company/Organization Receiving
Services: _____

Address: _____

Telephone: _____ FAX: _____

Contract Information:

Contract Number: _____ Dollar Value (Annual): _____

Performance Period: _____ Performance Location: _____

Type of Contract (Check all that apply):

Fixed Price _____ Cost Reimbursement _____ Other (specify) _____

Negotiated _____ Sealed Bid _____ Competitive _____ Non-Competitive _____

Basis of Payment:

Labor/Equipment Hours _____ Other (specify) _____

Type & Extent of Subcontracting: _____

Description of Services Provided: _____

NON-DISCLOSURE AGREEMENT

I, _____, as an
employee/subcontractor/consultant/representative of _____
(Contractor), operating under the terms and conditions of Contract No. _____
with the Federal Communications Commission (FCC), understand that during the course
of performing duties relating to such contract or subcontract, I may be furnished or
provided access to non-public information that is the property of, submitted for review or
evaluation by, or collected or results from the performance of the contract between
_____ (Contractor) and the FCC, and that such confidential/proprietary
information shall be used only as directed.

I certify that I will not disclose any non-public information to any Contractor employees
nor to any non-contractor personnel except those who have been authorized in writing by
the FCC to receive such information and who have executed the same or similar Non-
Disclosure Agreement. This agreement shall not be assigned, delegated nor any right or
duty hereunder be transferred to any other individual or organization. I understand that
the prohibition on disclosure of the protected information is **an ongoing obligation and
does not terminate with completion of the contract work.**

CONFLICT OF INTEREST

In connection with performance of my work under or relating to this contract, I agree to abide by provisions contained in the contract's Conflict of Interest clause. I further agree that I will not will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract.

Signature

Printed Name

Date

Title

Company

Address

Witness

Printed Name

Date

PRIVACY ACT STATEMENT

The Federal Communications Commission (FCC or Commission) is authorized to request this information under 5 U.S.C. Sections 1302, 2951, 3301, 3372, 4118, 8347, and Executive Orders 9397, 9830, and 12107. This form is for contract personnel working for the Commission. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System of Records Notice OPM/GOVT-1, General Personnel Records. The Commission may disclose this information under the following circumstances:

- (1) To the appropriate Federal, State, or local agency responsible for responsible for investigating, prosecuting, enforcing, or implementing a statute, rule, regulation, or order, when the FCC becomes aware of an indication of a violation or potential violation of a civil or criminal law or regulation.
- (2) To disclose information to any source from which additional information is requested (to the extent necessary to identify the individual, inform the source of the purpose(s) of the request, and to identify the type of information requested), when necessary to obtain information relevant to an agency decision to hire or retain an employee, issue a security clearance, conduct a security or suitability investigation of an individual, classify jobs, let a contract, or issue a license, grant, or other benefits.
- (3) To disclose to a Federal agency in the executive, legislative, or judicial branch of government, in response to its request, or at the initiative of the FCC, information in connection with the hiring of an employee, the issuance of a security clearance, the conducting of a security or suitability investigation of an individual, the classifying of jobs, the letting of a contract, the issuance of a license, grant, or other benefits by the requesting agency, or the lawful statutory, administrative, or investigative purpose of the agency to the extent that the information is relevant and necessary to the requesting agency's decision.
- (4) To provide information to a Congressional office from the record of an individual in response to an inquiry from that Congressional office made at the request of the individual.
- (5) To disclose to another Federal agency, to a court, or a party in litigation before a court or in an administrative proceeding being conducted by a Federal agency, when the Government is a party to the judicial or administrative proceeding.
- (6) To the Department of Justice, or in a proceeding before a court, adjudicative body, or other administrative body before which the Commission is authorized to appear when:
 - (a) The Commission, or any component thereof; or
 - (b) Any employee of the Commission in his or her official capacity; or
 - (c) Any employee of the Commission in his or her individual capacity where the Department of Justice or the Commission has agreed to represent the employee; or

PRIVACY ACT STATEMENT (continuation)

- (d) The United States, when the Commission determines that litigation is likely to affect the FCC or any of its components, is a party to litigation, or has an interest in such litigation, and the use of such records by the Department of Justice or the FCC is deemed by the Commission to be relevant and necessary to the litigation provided, however, that in each case it has been determined that the disclosure is compatible with the purpose for which the records were collected.
- (7) By the FCC or by the Office of Personnel Management (OPM) to locate individuals for personnel research or survey response, and in the production of summary descriptive statistics and analytical studies in support of the function for which the records are collected and maintained, or for related workforce studies. When published statistics and studies do not contain individual identifiers, in some instances, the selection of elements of data included in the study may be structured in such a way as to make the data individually identifiable by inference.
- (8) To disclose, in response to a request for discovery or for appearance of a witness, information that is relevant to the subject matter involved in a pending judicial or administrative proceeding.